

EPA Region 10 Superfund

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

ITEM 1	TR.	CO.	DIV.	PRODUCER	POLICY NUMBER
	01	01	06	26 12034	JE 984-2849
INSURED NAME AND ADDRESS					
MONSANTO COMPANY, ET AL 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167					
PRODUCER					
MONTGOMERY & COLLINS 60 STATE STREET BOSTON, MASS 02109					
ITEM 2	NO.	FROM DAY	YR.	NO.	TO DAY
POLICY PERIOD	4	1	84	-	4 1 85
AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.					
DECLARATIONS OF EXCESS INSURANCE POLICY					
INSURING COMPANY					
INDUSTRIAL INDEMNITY SAN FRANCISCO, CA					
COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED, A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)					
RENEWAL OF					
NEW					

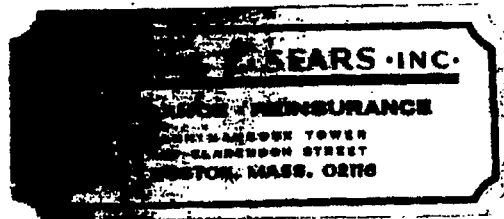
ITEM 3 PREMIUM \$ 9375. FLAT ANNUAL ADJUSTABLE AT A RATE OF PER

ITEM 4 UNDERLYING INSURANCE

CARRIER : LONDON

POLICY NUMBER: TBD

POLICY PERIOD: 4/1/83 TO 4/1/86



ITEM 5 LIMIT OF LIABILITY

\$ 5,000,000. PER OCCURRENCE
\$ 5,000,000. AGGREGATE WHERE APPLICABLE

PART OF

\$ 40,000,000. PER OCCURRENCE
\$ 40,000,000. AGGREGATE WHERE APPLICABLE

EXCESS OF

\$100,000,000. PER OCCURRENCE
\$100,000,000. AGGREGATE WHERE APPLICABLE

EXCESS OF : VARIOUS UNDERLYING

ITEM 6 ENDORSEMENTS ATTACHED

1U101 (4/80)

APRIL 17, 1984 LMO
DATE ISSUED

COUNTERSIGNED BY

AUTHORIZED SIGNER

1U102 WB (11/80)

INSURED

MONS 158904

EXCESS INSURANCE POLICY

Industrial Indemnity Company
Home Office: San Francisco, California

Industrial Insurance Company
Home Office: San Francisco, California

Industrial Indemnity Company of the Northwest
Home Office: Seattle, Washington

Industrial Indemnity Company of Alaska
Home Office: Anchorage, Alaska

Industrial Insurance Company of Hawaii, Ltd.
Home Office: Honolulu, Hawaii

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all terms of this policy, the Company named in the Declarations (a capital stock company, herein called the company) agrees with the insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the insured for that amount of loss which exceeds the amount of loss payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the limit of liability stated in Declaration 5.

EXCLUSION

This policy shall not apply to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft.

CONDITIONS

A. Application of Underlying Insurance. Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. Maintenance of Underlying Insurance. It is warranted by the insured that no less than the amount of underlying insurance stated in Declaration 4 is available to the insured, and that such underlying insurance shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to occurrences covered by such underlying insurance. Notice of exhaustion of underlying insurance shall be given the company as soon as practicable.

Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of underlying insurance stated in Declaration 4. The insured shall make a definite claim for loss, for which the company may be liable within twelve (12) months after

the insured has paid any amount of excess loss, as stated in Declaration 5 or after the insured's liability shall have been made certain by final judgement after actual trial; or by written agreement of the insured, the claimant, and the company. Any subsequent payments made by the insured on account of the same occurrence shall be payable by the company within thirty (30) days after additional claim is made by the insured, and after the insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Co-operation. The company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Expenses. Loss and legal expenses incurred by the insured with the consent of the company in the investigation or defense of claims, including court costs and interest, shall be borne by both the company and the insured in the proportion that each party's share of loss bears to the total amount of such loss. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be paid in addition to the limit of liability stated in Declaration 5.

MONS 158905

G. Notice of Occurrence. In the happening of an occurrence which is reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

H. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgement which exceeds the underlying insurance, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto but in no event shall the liability of the company for excess loss exceed the amount set forth in Declaration 5.

I. Subrogation. In the event of payment under this policy, the company will participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder, then to reimburse the company up to the amount paid hereunder, and lastly to reimburse such interests (including the insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

J. Cancellation. This policy may be cancelled by the company or insured by sending the other party written notice, or by any of its authorized agents or by mail, to the company, stating when the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium adjustment shall be made by the company either at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

K. Other Insurance. If other valid and collectible insurance is available to the insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its Chairman of the Board, President and Secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the company.

INDUSTRIAL INDEMNITY COMPANY

Lawrence E. Updegraff

Secretary

Robert J. Ross

President

Donald M. Johnson

Chairman of the Board

MONS 158906

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) Under any Liability Coverage, to injury, sickness, disease, death, destruction or loss

1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(b) Under any Medical Expense Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

(c) Under any Liability Coverage, to injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if

1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. the injury, sickness, disease, death, destruction or loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of or loss of property at such nuclear facility;

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor;
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste.
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination or property.

All other terms and conditions of this policy remain unchanged.

MONS 158907

ENDORSEMENT

**IT IS AGREED DECLARATIONS PAGE ITEM 5, LIMIT OF LIABILITY IS AMENDED
TO READ AS FOLLOWS:**

**\$ 5,000,000. PER OCCURRENCE
\$ 5,000,000. AGGREGATE WHERE APPLICABLE**

PART OF:

**\$ 42,000,000. PER OCCURRENCE
\$ 42,000,000. AGGREGATE WHERE APPLICABLE**

EXCESS OF:

**\$100,500,000. PER OCCURRENCE
\$100,500,000. AGGREGATE WHERE APPLICABLE**

EXCESS OF: VARIOUS UNDERLYING

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective **4/1/84**, this endorsement forms part of Policy Number **JE 884-2849**

of **INDUSTRIAL INDEMNITY**

issued to **MONSANTO COMPANY, ET AL**

Endorsement no. **1**

AUTHORIZED REPRESENTATIVE

MONS 158908

No. 002182

DECLARATIONS — SPECIAL COVERAGE POLICYSTOCK COMPANY
DAILY

Renewal of No.

935234

Also: EJ 002183

EJ 002184

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Administrative Offices: 60 Battery March Street, Boston, Massachusetts 02110

Named Insured and Mailing Address

MONSANTO COMPANY, ETAL
401 North Lindbergh Blvd.
St. Louis, Missouri 63167**THOMAS E. SEARS · INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLAREMONT STREET
BOSTON, MASS. 02116

Item 1 Policy Period: From April 1, 1984 To April 1, 1985

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: \$ 5,975.
Rate: Flat

Minimum Premium: \$ 5,975.

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date
\$ -----1st Anniversary
\$ -----2nd Anniversary
\$ -----

Item 3. Coverage: Excess Umbrella.

Item 4. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

As Per Form C-44-3.

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Forms Attached: C-44-3, Endorsement Nos.: 1,243.

Countersigned by _____

Date of Issue 5/1/84
(JRE)

MONS 158960

FIRST STATE
INSURANCE COMPANY
WILMINGTON, DELAWARE

STOCK COMPANY

This policy is made and accepted subject to the provisions and stipulations hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

2 39 0.75

MONS 158961

FIRST STATE
INSURANCE COMPANY
WILMINGTON, DELAWARE

rees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the
ments in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

CONDITIONS

1. **Premium Computation:** The deposit premium stated in the declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

2. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

5. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

6. **Assignments:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

7. **Cancellation:** This policy may be canceled by the insured by surrender thereof to the Company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing. If the insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

8. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

Michael J. Webb
Secretary

Richard E. Stone
President

MONS 158962

FIRST STATE INSURANCE COMPANY
(A Stock Insurance Company, Herein Called the Company)

EXCESS UMBRELLA POLICY
INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions herein-after mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

- (a) Personal injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella insurer".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:
LLOYDS OF LONDON & VARIOUS OTHER COMPANIES

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 142,500,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 142,500,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 5,500,000. p/o ultimate net loss in all in respect of each occurrence -
107,500,000. subject to a limit of
- (d) \$ 5,500,000. p/o in the aggregate for each annual period during the
107,500,000. currency of this policy, separately in respect of Product Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

3. CANCELLATION CLAUSE

It is hereby understood and agreed that the Cancellation clause under Condition 7 of the Policy is amended in part as follows:

Reference to "ten days" is amended to read "thirty days".

C-49-3

MONS 158963

DEFINITIONS

1. NAMED INSURED:

The words "Named Insured" includes The Named Insured stated in The Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

2. INSURED:

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2c and 2d shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Insuring Agreement 1 prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition of the Underlying Umbrella Policies.

3. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company at 60 Batterymarch Street, Boston, Massachusetts 02110 as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

4. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.C-49-3.

MONS 158964

ENDORSEMENT #3

BROAD AS PRIMARY

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

This endorsement to take effect on the 1st day of April, 1984.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU 002182 of FIRST STATE
INSURANCE COMPANY.

Issued to: MONSANTO COMPANY, ETAL

5-15-84
(jrt)

MONS 158965

ENDORSEMENT #2

FIDELITY GUARANTEE EXCLUSION

It is understood and agreed that coverage is provided by this policy does not apply to Fidelity Guarantee - (Commercial Blanket Bond) coverage provided by the underlying policy SD8019(c)/UQA0065.

This endorsement to take effect on the 1st day of April, 1984.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU 002182 of FIRST STATE
INSURANCE COMPANY.

Issued to: MONSANTO COMPANY, ETAL

5-15-84
(jrt)

MONS 158966

ENDORSEMENT #1

WORKERS COMPENSATION - EXCLUSION

This policy shall not apply to any obligation for which the Insured or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law.

This endorsement to take effect on the 1st day of April, 1984.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU 002182 of FIRST STATE INSURANCE COMPANY.

Issued to: MONSANTO COMPANY, ETAL

5-15-84
(jrt)

MONS 158967

Attach Coverage Part(s) and Endorsement(s) Here

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

WAR RISK EXCLUSION ENDORSEMENT

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 158968